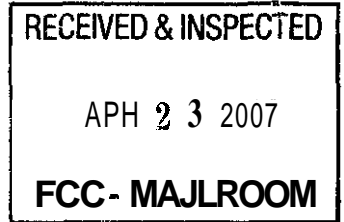


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From: 9736641431
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Subject:
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Received: 05:00 PM 04/23/07

PLEASE THE COPY ORIGINAL



RECEIVED & INSPECTED

APR 23 2007

FCC - MAILROOM

facsimile transmittal

To: FCC Appeals Division

Fax: 202-418-0187

From: Neil Charles 

Date: 4/23/2007

Re: Letter of Appeal
CC Docket NO. 02-6

Pages: 27 Including cover

REQUEST FOR REVIEW

☐ Urgent

☒ For review

☐ Please comment

☐ Please reply

☐ Please recycle

Please see the attached APPEAL documentation for BEN 123092

Funding request # 1477045 and 1477187

Neil Charles

Manager of Technology Services

Morris Hills Regional District

48 Knoll Drive

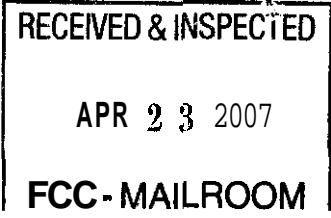
Rockaway, NJ 07866

Phone: 973-664-2256

Fax: 973-586-3550

APPEAL LETTER

No. of Copies rec'd 0
List ABCDE



Neil Charles
Moms Hills Regional School District
48 Knoll Drive
Rockaway, NJ 07866
973-664-2256
ncharles@mhrd.k12.nj.us

4/23/07

BEN 123092
Form 471 App. #: 530618

Funding Request # 1477045 & 1477187 **Request for Review**
Service Provider Name & SPIN: Verizon New Jersey Inc. 143001362
Service Provider Name & SPIN: Verizon Network Integration Corp. 143004333

Re: APPEAL for FUNDING COMMITMENT DECISION LETTER for FUNDING YEAR 2006

Dear FCC:

I am writing to you to **appeal** the USAC's decision to deny \$17,666.83 funding. The funding decision explanation states that persuasive information that the appeal should be approved; however funding will be denied. Although Moms Hills Regional District upgraded bandwidth during that period, it was necessitated by the fact that we were completely out of bandwidth. Our previous and current contracted services for Internet Access remains with Verizon as filed on our form 470. The USAC has denied funding for this procedure, stating that, "**The Form 471 application was signed and/or submitted prior to the expiration of the 28-day waiting period from the day of the Form 470 to the SLD Web Site.**"

Moms Hills Regional District wishes to appeal this decision. Morris Hills merely upgraded bandwidth because access to the Internet was extremely slow. The **service upgrade** increased Internet access from multiple T-1's to a faster **DS3** connection. In addition, the **DS3** was approximately \$30 cheaper per month and over three times faster than the T-1's. I am requesting that you reconsider USAC's denial for this service and immediately authorize payment. I am including with this appeal letter documentation that supports this statement.

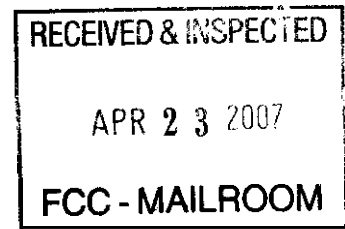
As an authorized applicant of Moms Hills Regional District, I am requesting your reconsideration of this denial and extend the funding. If there is any additional information I could provide to you that would expedite this matter, please feel free to contact me. Thank you for your time and assistance in this matter.

Sincerely,

Neil Charles
Manager of Technology Services

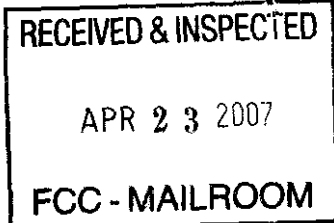
Enclosures:
Funding Commitment Decision Letter for Funding Year 2006
Signed Verizon Contract for Internet Services
Signed Verizon **Contract** for Upgraded Internet Services
Letter of Explanation ~~from~~ Verizon

No. of Copies rec'd _____
List ABCDE



Neil Charles
Moms Hills Regional School District
48 Knoll Drive
Rockaway, NJ 07866

Billed Entity Number: 123092
Form 471 Application Number: 530618
Form 486 Application Number:



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal - Funding Year 2006-2007

March 01, 2007

Neil Charles
Moms Hills Regional School District
48 Knoll Drive
Rockaway, NJ 07866

Re: Applicant Name: MORRIS HILLS REGIONAL SCHDIST
Hilled Entity Number: I23092
Form 471 Application Number: 530618
Funding Request Number(s): 1477045, 1477187
Your Correspondence Received: February 02, 2007

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1477045, 1477187
Decision on Appeal: **Approved, Funding Denied**
Explanation:

- Your appeal has brought forward persuasive information that your appeal should be approved. However, the USAC will be unable to provide discounts for your requests for the reasons cited below.

During the Appeal Review USAC thoroughly assessed the facts presented in the appeal letter, the relevant documentation on file, and the FCC Rules and Procedures before making its determination on your appeal. According to our records, the applicant cited PCC Form 470 application number 545010000556038 on Block 5, Item 12 of the FCC Form 471. During the initial review of the Form 471, Program Integrity Assurance (PIA) contacted and informed you that the Contract Award Date, September 15, 2005, for the services requested is before the Allowable Contract Date, January 30, 2006, of the cited Form 470. PIA also

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Visit us online at www.sl.universalservice.org

informed you that the rules of this support mechanism require that the contract award date be after the allowable contract award date. In addition, you were given the opportunity to cite an alternate Form 470 establishing the bidding for the services requested on their Form 471 in order to cure the program's violation. In a fax dated November 17, 2006, you provided a copy of the contracts. You also verified that Form 470 application number 545010000556038 is the Form 470 establishing the bidding requirement for the requested services. The program violation was not cured, therefore the requests have been denied.

- The Item 21 Attachment you provided in support of your Form 471 application, or documentation provided during review of your application, show that you selected your vendor prior to the end of the 28 day posting period. In your Receipt Notification Letter, USAC notified you that the earliest date upon which you could sign a contract or enter into an agreement is January 30, 2006, the Allowable Contract Date. Consequently, USAC denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted on the website for 28 days prior to signing a contract or entering into an agreement for new products and/or services.
- You selected your vendor for new products and/or services prior to the expiration of the 28 day posting period. FCC Rules require that except under limited circumstances, all Forms 470 received be posted on the USAC website for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. 47 C.F.R. secs. 54.504 (a) (c), 54.511(a) and (c). FCC Rules further require that the Administrator send the applicant a confirmation when the Form 470 has been posted, and inform the applicant of the earliest date upon which they may sign a contract with the vendor it selects. 47 C.F.R. sec. 54.504(b)(4). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098, FCC 97-246 para. 9 (rel. Jul. 10, 1997). New products and/or services include tariff telecommunications services that are NOT subject to an existing, binding, written contract.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, New Jersey 07981
Visit us online at: www.sl.universalservice.org

We thank you for your continued support, patience and cooperation during the **appeal** process.

Schools and Libraries Division
Universal Service Administrative Company

Box 125 ~ Correspondence Unit, 80 South Jefferson Road, Whippany, New Jersey 07981
Visit us online at: www.sl.universalservice.org

Neil Charles
Morris Hills Regional School District
48 Knoll Drive
Rockaway, NJ 07866
973-664-2256

BEN: **123092**
Form 471 App. #: **530618**

ncharles@mbrd.k12.nj.us

Funding Request # 1477045 & 1477187

Service Provider Name & SPIN: Verizon New Jersey Inc. 143001362

Service Provider Name & SPIN: Verizon Network Integration Corp. **143004333**

Re: APPEAL for FUNDING COMMITMENT DECISION LETTER for FUNDING YEAR 2006

Dear IJSAC:

I am writing to you to appeal the USAC's decision to deny \$17,666.83. The funding decision explanation states that the **28** day waiting period was violated. Although Morris Hills Regional District upgraded bandwidth during that period, it was necessitated by the fact that we were completely out of bandwidth. Our previous and current contracted services for Internet Access remains with Verizon as filed on our form **470**. The **USAC** has denied funding for this procedure, stating that, "**The Form 471 application was signed and/or submitted prior to the expiration of the 28-day waiting period from the day of the Form 470 to the SLD Web Site.**"

Morris Hills Regional District wishes to appeal this decision. Morris Hills merely upgraded bandwidth because access to the Internet was extremely slow. The new contract increased Internet access from multiple T-1's to a faster DS3 connection. In addition, the DS3 was approximately \$30 cheaper per month and over three times faster than the T-1's. I am requesting that you reconsider your denial for this service and immediately authorize payment. I am including with this appeal letter documentation that supports this statement.

As an authorized applicant of Morris Hills Regional District, I am requesting your reconsideration of this denial and extend the funding. If there is **any** additional information I could provide to you that would expedite this matter, please feel free to contact me. Thank you for your time and assistance in this matter.

Sincerely,


Neil Charles
Manager of Technology Services

Enclosures:

Funding Commitment Decision Letter for Funding Year 2006

Signed Verizon Contract for Internet Services

Signed Verizon Contract for Upgraded Internet Services

Letter of Explanation from Verizon



January 24, 2007

Mr. Neil Charles

Monis Hills Regional High School

48 Knoll Road

Rockaway NJ 07866

Dear Neil,

In 2005, Morris Hills Regional High School wanted to upgrade the **ATM** circuits and Internet bandwidth that you had from Verizon. The total new solution was less money to Morris Hills Regional High School so you decided to move ahead and sign new amended contracts for these services to meet the requirements of your district,

Verizon was able to amend your contracts so this upgrade could happen for you at more bandwidth for less money Good for e rate disbursement, and good for your school district. **At** the end **of** the day the e rate funding I believe should be ok as the monies that they would have to **pay** out would be less then the amount you would have requested initially.

Please call with any additional questions or concerns. I can be reached at 973- 765-8356.

Sincerely,

Mark A. Zweigbaum

Senior Account Manager

Verizon Business

200512262

Verizon DIA Promotion

SERVICE QUOTATION
DEDICATED INTERNET ACCESS SERVICES
 For Verizon Dedicated Internet Access (Verizon DIA)


Price Quote For: Morris Hills Regional School District
 Service Address:
 Street: 48 Knoll Dr
 City, State and Zip: Rockaway NJ 07866
 Site Telephone Number: 973 684-2266

QUOTATION VALID THRU:
 Standard Interval for Installation 5 Business Days¹

Transaction Type: Renewal with Upgrades
 Service: Verizon DIA
 Service Level: Port Only

BANDWIDTH/PORT (From the Price Sheet): ATM - 10 Mbps
 PROMOTION: Verizon DIA -Conversion Promotion
 Service Type: K-12
 Service Period: 3 Year

NON-RECURRING CHARGES	Verizon ESG Fee
- Verizon DEDICATED INTERNET ACCESS (Verizon DIA) SERVICE (or Port)	\$ -
- Leased Circuit Installation Fee (for Local Loop circuit) ²	\$ -
- Additional Services or Features NRC	\$ -
	\$ -
TOTAL NON-RECURRING CHARGES	\$ -

MONTHLY RECURRING CHARGES	
- Verizon DEDICATED INTERNET ACCESS (Verizon DIA) SERVICE (or Port)	\$ 1,240.00
- Leased Circuit Monthly Recurring Fee (for Local Loop circuit) ³	\$ -
- Additional Services or Features MRC	\$ -
	\$ -
TOTAL MONTHLY RECURRING CHARGES	\$ 1,240.00

¹-Standard intervals for installation is measured in business days from the Order acceptance date which is the date Verizon acknowledges that all order and technical information is complete and valid, beginning the provisioning process. Customer will be apprised of the "Order Acceptance Date" once service provisioning begins. Port Only connection orders are measured in business days from the date the circuit is installed.

²-All Leased Circuit related fees are estimates only. In all cases, customer will be responsible for actual incurred Leased Circuit Charges, whether or not complete activation of services has occurred.

³-Monthly charges are billed one month in advance. On your first bill, you will be billed for the charges for that portion of the month in which you began service until the end of that month, as well as charges for the following month. Depending on the day of the month on which your service began, you could be charged for up to 60 days of service on your first bill. In addition, included on your first bill will be any one time fees and equipment fees.

Accepted and Agreed by

Company Name: Morris Hills Regional District
 Printed Name: Manuel E. Deus
 Signature: Manuel E. Deus
 Title: BA/BS
 Date: 9/15/2005

Make Payment Every Day

**Dedicated Internet Access Agreement
K-12 Educational Applications**

This Agreement entered into as of the [REDACTED] day of [REDACTED], 2005 by and between Verizon Network Integration Corp. ("Verizon") and [REDACTED] ("Customer") sets forth the terms and conditions under which Verizon shall provide Dedicated Internet Access Service ("Service") as described in more detail below, to Customer.

1. DESCRIPTION OF SERVICE

Verizon shall furnish a logical connection between Customer's device and the Verizon network which is perceived by the client software and the network to be of a permanent nature and always available. In addition, Verizon shall provide routing Services based on the TCP/IP protocol. This is the primary capability that Verizon will supply to Customer. This capability will enable Customer to connect to the Internet at large as well as Verizon's own information services.

2. DEFINITIONS

A. Educational End User shall mean an Educational Institution, or any full time (i) student, (ii) member of the faculty, (iii), member of the administration at an Educational Institution.

B. Educational End User copies shall mean any copies of the Licensed Products that are distributed to Educational End Users in accordance with this Agreement.

C. Educational Institution shall mean any grammar school, junior high school or high school.

3. PRICING AND PAYMENT

A. Customer will pay Verizon for Services as set forth in the Service Quotation (which is incorporated herein), plus applicable taxes. Verizon will invoice Customer monthly in advance for Services under this Agreement at the prices set forth in the Service Quotation. Payment is due net thirty (30) days from the date of the invoice. Verizon will charge a fee for late payment at the lesser of one and one-half percent (1.5%) per month, or the highest rate permitted by law.

B. Verizon may assign unpaid delinquent charges to a collection agency for action. In the event Verizon resorts to legal action to recover monies due, Customer agrees to reimburse Verizon for all expenses incurred to recover such monies (including attorney's fees.) Failure to remit payment on a timely basis shall constitute a breach and default under this Agreement. Customer authorizes Verizon to conduct a credit search that Verizon will use to determine the credit worthiness of the Customer. Verizon may terminate this Agreement if, in the sole opinion of Verizon, the results of such search are deemed unacceptable.

C. E-Rate Funding

If Customer seeks E-Rate funding under the federal Universal Service Fund from the Universal Service Administrative Company ("USAC") with respect to the Services and/or equipment provided pursuant to this Agreement, then:

- i Customer shall be solely responsible for applying for and securing any E-Rate funding, and for ensuring the accuracy and integrity of all data and

information submitted in connection with such application; and

- ii Verizon shall have no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon harmless with respect to any such assistance or information provided to Customer.

if for any reason Customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding or if such funding is withdrawn or canceled or if payment of any Verizon charges is denied by USAC, Customer shall nevertheless be obligated to pay one hundred percent (100%) of the charges associated with the Services and/or equipment provided pursuant to this Agreement that are not paid to Verizon from E-Rate funding. At such time as Customer becomes eligible to receive discounts on the fees set forth in the Service Quotation for the Services under federal and state regulations governing Universal Service funding to schools and libraries, Verizon agrees to provide Customer with the applicable discounts for the applicable time periods provided that Verizon is eligible to receive offsetting reimbursements from the Universal Service fund in an amount equal to the discounts provided to Customer. Verizon and Customer agree to reasonably cooperate with each other to the extent required to determine such eligibility and secure the applicable discounts and reimbursements, including the preparation, execution and submission of necessary paperwork.

4. VERIZON RESPONSIBILITIES

Verizon shall provide a TCP/IP routing service to connect Customer network to the Internet. Verizon shall coordinate the installation of and order on Customer's behalf, transportation facilities from Customer's premise to Verizon network. Additional services to be provided to Customer is set forth in the Service Quotation, attached to and made a part of this Agreement. Verizon shall provide technical support to Customer's System Administrator via a help desk, 24 hours a day, 7 days a week. Verizon shall maintain ownership of all IP addresses that it provides to Customer. All IP address space shall be allocated in strict accordance with Internet standards and policies.

5. CUSTOMER RESPONSIBILITIES

A. Customer and any of Customer's authorized users ("Users") shall use the Service for lawful purposes only. Customer and its Users may not use the Service in the following manner: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that are obscene, indecent or

Verizon's then current undiscounted monthly rate until explicitly terminated or renewed by Customer for an additional annual or multi-annual term.

B. Verizon reserves the right to terminate this Agreement upon sixty (60) days prior written notice for its convenience. Verizon also reserves the right to immediately terminate the Service to the Customer without notice in the event the Service is used in a manner which violates this Agreement or in the event Verizon ceases to offer Dedicated Internet Access to customers, upon not less than sixty (60) days advance notice.

C. This Agreement is subject to availability and appropriation annually of sufficient Universal Service Funds as may be required to meet the obligation set forth herein. In the event Customer has, without success, used its best efforts to appropriate funds, Customer shall be permitted, upon (thirty) 30 days written notice to Verizon to terminate the Agreement and Customer shall not be liable for future Services to be provided by Verizon under this Agreement.

D. All obligations of the parties under this Agreement which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

9. INTERRUPTION OF SERVICE

Verizon shall make reasonable efforts to provide continuous, uninterrupted and expedient Service to Customer. Customer understands and agrees that temporary interruptions may occur as normal events in the provision of the Service. Except as set forth in Section 10 below, under no circumstances shall Verizon be held liable for any financial or other damages due to Service interruptions.

10. SERVICE LEVEL GUARANTEE

Provided Customer's account is in good standing, if Customer is unable to access the Internet for more than thirty (30) continuous minutes during any twenty four (24) hour period, due to a Verizon fault, Verizon shall credit to Customer's account within thirty (30) days, the amount of the monthly fee for Verizon Internet access and circuit (if circuit is registered in Verizon's system) as set forth in the Service Order. This credit shall be to one percent each twenty four (24) hour period. Verizon reserves the right to modify this policy for written notice to Customer. This guarantee does not include Force Majeure events and does not include maintenance periods.

11. CANCELLATION

At the execution of this Agreement, Customer may cancel the Service for thirty (30) days prior written notice in advance of the date of such cancellation. In such case, Customer shall pay to Verizon all charges for Service provided through the date of cancellation plus a cancellation charge. The cancellation charge shall be as follows: (i) if such cancellation occurs prior to completion of the first year of the Term, the cancellation charge shall be an amount equal to one third of the monthly Services charges (then in effect at the time of cancellation)

for such canceled Services that otherwise would have become due for the unexpired portion of the Term; or (ii) If such cancellation becomes effective after completion of the first year of the Term, then the cancellation charge shall be an amount equal to one fourth of the balance of the monthly Services charges for such canceled Services that otherwise would have become due and payable for the unexpired portion of the Term. It is agreed that Verizon's damages if Service is canceled shall be difficult or impossible to ascertain, thus the provisions of this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty.

12. NO ENDORSEMENT

Customer agrees that: (a) Verizon's link to a web site as part of the Service does not in any way represent or imply an approval of, or a determination of the quality of, the product or service described in the web site, or an endorsement, sponsorship or recommendation of the product or service; and (b) the links provided with the Service are maintained by third party organizations or entities and those third party entities or organizations are solely responsible for the web site's content.

13. CONSEQUENTIAL DAMAGES AND LIABILITY LIMITATION

Customer agrees that all information provided on the Service, the Service itself, and the Equipment are provided "AS IS" and on an "AS AVAILABLE" basis. However, Verizon shall transfer to Customer any and all manufacturers' warranties that may apply, if any, to the Equipment.

VERIZON DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SERVICE OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT SHALL VERIZON BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT, FOR ANY CLAIM, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), OR IN TORT (INCLUDING NEGLIGENCE), SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO VERIZON FOR THOSE SERVICES UPON WHICH THE LIABILITY IS BASED.

14. INDEMNIFICATION

Customer shall indemnify and save harmless Verizon from all claims, losses, liens, expenses, suits and attorneys' fees

("Liabilities") arising from the material or information transmitted by Customer, its employees, agents or authorized users, over the services provided by Verizon hereunder.

15. PURCHASE ORDERS

If Customer issues a purchase order, voucher or other similar document it shall be for Customers internal purposes and, therefore, even if it is acknowledged by Verizon, the terms and conditions of such purchase order or similar document will have no effect on this Agreement or the Services provided hereunder.

16. ASSIGNMENT

Neither party may, without the prior written consent of the other party, assign or transfer this Agreement or any obligation incurred hereunder, except that Verizon upon written notice to Customer may assign this Agreement to any affiliated entity, or to a successor entity upon the merger, reorganization, consolidation, or sale of all or substantially all of Verizon's assets. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

17. CONTINGENCIES

Verizon will not be liable for delays, damages or failures in performance due to causes beyond our reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, or an inability to obtain necessary equipment or services.

18. SEVERABILITY

If any of the terms or conditions in this Agreement are properly found to be invalid or unenforceable by a government body, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply.

19. APPLICABLE LAW

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law rules.

20. NOTICE

Any notices or demands or other communications which under the terms of this Agreement or under any statute must or may be given or made by Customer or Verizon shall be in writing and to the respective parties as set forth

herein. Notices to Verizon shall be to the attention of the Legal Department. Either party may change the notice address or addressee by giving notice thereof to the other party. Notices may be given by first class U.S. mail (postage pre-paid, registered and with return receipt requested), nationally recognized express courier, confirmed facsimile, or personally. Notices shall be deemed to have been given on the date of delivery when delivered personally or by facsimile, on receipt if delivered by express courier or by hand, and three (3) days after delivery to the United States Postal Service if mailed.

21. PUBLICITY

Customer shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Verizon, Verizon Communications Inc. or its affiliates, or from which any association with Verizon, Verizon Communications Inc. or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of Verizon.

22. COUNTERPARTS AS ORIGINALS

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

23. NON-WAIVER

Verizon's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this Agreement. The exercise by Verizon of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice Verizon from exercising thereafter of the same or any other rights, remedies or options.

24. ENTIRE AGREEMENT

This is the entire agreement between Customer and Verizon on the subject matter of this agreement, and it supersedes all prior representations, orders, drafts or agreements on the subject matter of this agreement. This agreement may not be changed or waived except as permitted by this agreement or by a written document that is signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above set forth.

Verizon Network Integration Corp.
52 E. Swedesford Road
Frazer, PA 19355
BY

Print Name
Title
Date

[Signature]
Daniel Polz
SSM
9/20/05

Customer Name:
Address:

BY
Print Name
Title
Date

[Signature]
Mouel E. Deas
BA/BS
9/15/2005



ANJ APPLICATION NO.: 2005-34231 +

**ACCESS NEW JERSEY
APPLICATION FOR SERVICE**

This Application for Service is effective as of date set forth below ("Signature Date") between Verizon New Jersey Inc. ("Verizon") and the undersigned customer -- Morris Hills Regional High School ("Customer").

1. **Term and Termination.** The Service Period will commence thirty (30) days after the Signature Date, subject to Verizon's completion of any work or installation of facilities needed to provide the Services or such other date as agreed to by Verizon and Customer and will continue for thirty-six (36) months ("Service Period"). If Customer terminates this Application prior to expiration of the Service Period, Customer will promptly pay Verizon one hundred percent (100%) of the monthly rates for the Services offset by 1/36th for each monthly payment made.
2. **Services.** Customer will during the Service Period purchase, and Verizon will provide, the services listed below in the quantities indicated ("Services") for use at specified Customer locations within Verizon's serving territory. The Services will be provided subject to the terms and conditions of this Application, Verizon's applicable tariffs (as they may be amended from time-to-time) ("Tariffs") and those provisions of the Order and Stipulation of the New Jersey Board of Public Utilities ("Board") in Docket No. TX96100707, dated June 10, 1997 (as may be amended from time-to-time) that relate to discounts to schools and libraries, and the relevant determinations and Orders of the Board in Docket No. T001020095 (the "Order"), which are incorporated by this reference. The Service descriptions are set forth in the applicable Tariffs. Prior to its being tariffed, ATM service will be provided in accordance with service descriptions on file with Verizon. Verizon will provide these service descriptions to customer on request. Verizon's Access New Jersey IntelliLink BRI Service may not be provisioned for "D" Channel Packet Data.
3. **Rates.** The rates for the Services provided during the Service Period are set forth in Attachment 1. Verizon may change these rates to the extent authorized by the Order and its Tariffs.
4. **Service Continuation.** Upon expiration of the Service Period the rates, terms and conditions that shall apply to any continued provision of the Service shall be those set forth in the applicable tariffs.
5. **Eligibility and Universal Service Fund.** Customer certifies that it is a not-for-profit school or library and otherwise meets, and will continue to meet throughout the Service Period, the eligibility and other requirements of the Order. Customer may also apply for discounts under the federal Universal Service Fund for schools and libraries that may be available for the Services ("USF" or "USF funding"). Customer shall be responsible for applying for and securing any USF funding. Verizon will use reasonable efforts to assist Customer in this process. Should Customer qualify for USF funding, Verizon will recover the difference between the prediscounted rates herein and the discounted rates authorized under the USF from the USF. If Verizon for any reason is unable to recover such amounts from the USF, however, they shall be paid by Customer to Verizon.
6. **Assignment.** Verizon may assign or transfer part or all of this Application to any of its affiliates or to subcontractors of its choosing. Provided that Customer provides Verizon with reasonable prior written notice, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets and shall pay Verizon any transfer fees required to be paid under applicable tariffs. All other attempted assignments shall be void without prior written consent.
7. **Confidentiality and Publicity.** Except as may be required by law, Customer will not disclose this Application or its contents to any third party without the consent of Verizon. Customer will give timely notice to Verizon of demands made under law to produce the Application or to disclose its contents so that Verizon may seek appropriate protective arrangements. Neither party shall publish or use any advertising, sales, promotions, press releases or other publicity material that describe this Application without the prior written approval of the other party.

8. Entire Agreement. This Application (including the Tariffs and the Order) constitutes the entire agreement between Customer and Verizon regarding the subject matter hereof and supersedes all prior oral or written communications, understandings or agreements. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and for no other reason. This Application may not be modified or amended except in a writing signed by an authorized representative of each party.

AGREEP

Manual E. Deuss
(Signature)Morris Hills Regional High School
(Customer Name)

(Billed Telephone Number)

9/15/2005
Signature Date

ACCEPTED

Daniel Dolan
(Signature)

Verizon New Jersey Inc.

9/15/05
(Signature Date)

Services	Quantity	Current Monthly Tariff Rate (Ea.)	Current Monthly Tariff Rate (Ea.)	Current Monthly Tariff Rate (Ea.)	Current Monthly Tariff Rate (Ea.)
Verizon's Access New Jersey Frame Relay Service:					
56 kbps Subscriber Network Access Line (SNAL)		\$175			
1.5 mbps Subscriber Network Access Line (SNAL)		\$435			
4 mbps Subscriber Network Access Line (SNAL)		\$2,300			
8 mbps Subscriber Network Access Line (SNAL)		\$2,600			
22 mbps Subscriber Network Access Line (SNAL)		\$3,000			
48 mbps Subscriber Network Access Line (SNAL)		\$3,600			
Frame Relay Other Charges:					
Committed Information Rate(CIR) per PVC					
4 kbps, 8 kbps, 16 kbps		\$1			
28 kbps, 32 kbps, 42 kbps, 48 kbps		\$2			
64 kbps		\$3			
96 kbps		\$4			
128 kbps		\$5			
192 kbps		\$6			
256 kbps		\$7			
288 kbps		\$8			
384 kbps		\$10			
512 kbps		\$12			
576 kbps		\$25			
768 kbps		\$28			
1,152 kbps		\$28			
1,536 kbps		\$36			
2 mbps		\$48			
3 mbps		\$50			
4 mbps		\$75			
5 mbps		\$100			
6 mbps		\$125			
7 mbps		\$150			
8 mbps		\$175			
9 mbps		\$200			
10 mbps		\$225			
12 mbps		\$250			
13 mbps		\$300			
14 mbps		\$325			
15 mbps		\$350			
16 mbps		\$375			
17 mbps		\$400			
18 mbps		\$425			
19 mbps		\$450			
20 mbps		\$475			
21 mbps		\$500			
22 mbps		\$525			
Frame Relay Administrative Charge:		\$550			
Changes in customer's PVC address Map		N/A			
Verizon's Access New Jersey IntelliLink BRI Service which includes:					
1. Multiple Access Arrangement					
2. Alternate Circuit Switched Data Arrangements					
300 Hours of Local Circuit Switched Data Usage per Month					
Additional Hours of Local Circuit Switched Data Usage					
NOTE: IntelliLink-BRI rates and charges are in addition to other applicable Centrex Service or Individual Exchange Access Line rates and charges as specified in the appropriate tariff.					

Services	Current Rate On File With Verizon	% Change From Previous Rate	Current Rate On File With Verizon	% Change From Previous Rate
Verizon's Access New Jersey ATM Service:				
1.5 Mbps Subscriber Network Access Line (SNAL)	\$900	0%	\$900	0%
10 Mbps Subscriber Network Access Line (SNAL)	\$3,700	0%	\$3,700	0%
45 Mbps Subscriber Network Access Line (SNAL)	\$4,450	0%	\$4,450	0%
OC3c-DF Subscriber Network Access Line (SNAL)	\$8,500	0%	\$8,500	0%
OC3c-SON Subscriber Network Access Line (SNAL)	\$9,200	0%	\$9,200	0%
ATM Other Charges:				
Permanent Virtual Connections (at least one required per UND):				
Constant Bit Rate Virtual Channel Connection	\$2	0%	\$2	0%
Variable Bit Rate Virtual Channel Connection	\$2	0%	\$2	0%
Constant Bit Rate Virtual Path Connection	\$4	0%	\$4	0%
Variable Bit Rate Virtual Path Connection	\$4	0%	\$4	0%
ATM Optional Features:				
DS3 User Network Interface:				
Five Mbps of Class C Variable Bit Rate Sustained Cell Rate Bandwidth above the initial ten Mbps	\$100	0%	\$100	0%
Upgrade of initial ten Mbps Variable Bit Rate Bandwidth to any combination of Constant Bit Rate or Variable Bit Rate Bandwidth	\$50	0%	\$50	0%
Upgrade of five Mbps Variable Bit Rate Bandwidth over the initial ten Mbps to any combination of Constant Bit Rate or Variable Bit Rate Bandwidth	\$25	0%	\$25	0%
OC3c User Network Interface:				
Ten Mbps of Class C Variable Bit Rate Sustained Cell Rate Bandwidth above the initial 25 Mbps	\$150	0%	\$150	0%
Upgrade of initial 25 Mbps Variable Bit Rate Bandwidth to any combination of Constant Bit Rate or Variable Bit Rate Bandwidth	\$125	0%	\$125	0%
Upgrade of 10 Mbps Variable Bit Rate Bandwidth over the initial 25 Mbps to any combination of Constant Bit Rate or Variable Bit Rate Bandwidth	\$60	0%	\$60	0%
ATM Administrative Charge:				
One or more changes made to each VCC or VPC on a single service order	N/A	N/A	N/A	N/A

Optional services and features will be provided at then-current tariff rates or, if no tariff is applicable, at Verizon's then-current rates. Additional charges may apply if suitable facilities are not available to provide services to any location or, if any additional work or services are provided.

Locations:

Case Number 2005-342317 Date: 9/15/05 Revised Date: _____

Is this an Enterprise Advance opportunity? ☒ (Y-N) An ANJ opportunity? ☒ (Y-N)

Prepared by: MARK Zweigbaum Contact No.: 973 765 8356

Customer Information

Customer Name: Momt Hills Regional High School

Street Address inc. State: 48 Knoll Drive Rockaway NJ 07866

If more than one location check this box ☐ and attach a separate list.

Main Billing Telephone Number: 973.667.2281

Contract Information

Contract Execution Date: 9/15/05 Main BTN¹: _____

If more than one BTN check this box ☐ and attach a separate scrubbed BTN list.

Check all that apply: ☐ New Service ☒ Service Upgrade ☐ Additional Growth ☐ Renewal

NOTE: If there is a combination of line and circuit types, attach a separate breakdown sheet.

If this is a Contract for New Services:

Service Type (s): _____

Total # of lines/ckts: _____ Number of Months: _____ New 1st year Revenue: _____

If this is an Addition or Upgrade to an existing contract (s):

Service Type: _____ 10 meg. ATM

Total # of Additional lines/ckts. 1 Number of Months: 36

Incremental 1st. Year Revenue Value: \$7200

If this is a Renewal of Existing Service:

Service Type: _____

Total # of lines/ckts.: _____ Number of Months: _____

Incremental 1st. Year Revenue Value: _____

Toll & Usage: ☐ Existing PIC to Verizon ☐ New PIC to Verizon ☐ LD ☐ Intralata

²If New, yearly Incremental Revenue Commitment

Remarks: Give a brief description of request: i.e. Customer re-signed contract for lower rate.

Replacing 3 ATM T-1s for 1 05-3 @ 10 meg.

Important!

The information on this cover sheet is to reflect the contract being signed. Please take the time to fill it in. Contract will not be approved without this information. If there is a previous contract with this customer then the current contract must either be a renewal an addition or upgrade to a new service or some combination of there.

Please do not send old contracts with additions on it. They are too difficult to audit and difficult to determine what the customer is actually getting.

All Contracts Must Be Signed And Dated by a Verizon representative and by the customer, using the existing signature authorization Policy. The policy can be found on the ESC Compliance website - <http://esc.compliance.verizon.com/>.

An original copy of the contract must be forwarded to the National Contract Repository (NCR) within 48 hrs

FORM NCAF 19

ESC# 0299



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2006: 07/01/2006 - 06/30/2007)

December 5, 2006

Neil Charles
MORRIS HILLS REGIONAL SCH DIST
48 KNOLL DR
ROCKAWAY, NJ 07866-4024

Re: Farm 471 Application Number: 530618
Billed Entity Number (BEN): 123092
Billed Entity FCC RN: 0000286358
Applicant's Form Identifier: None entered

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$40,124.40 is "Approved."
- The amount, \$17,666.83 is "Denied."

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

NEXT STEPS

- work With your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 530618 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2006," AND
 - The exact text or the decision that you are appealing.

Schools and Libraries Division - Correspondence Unit,
100 South Jefferson Road, P.O. Box 902, Whippany, New Jersey 07981
Visit us online at: www.usac.org/sl

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
 Schools and Libraries Division - Correspondence Unit
 100 South Jefferson Road
 P.O. BOX 902
 Whippany, New Jersey 07981

While we encourage you to resolve your appeal with USAC first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Pocket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

An applicant's receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
 Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each funding request in your application is attached to this letter. We are providing the following definitions for the items in that report

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by USAC.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by USAC to each Block 5 of your Form 471. This number is used to report to applicants and service providers the status of individual funding requests submitted.

FUNDING STATUS: Each FRN will have one of the following statuses:

1. "Funded" - the FRN is approved for support. The funding level will generally be the level requested unless USAC determined during the application review process that some adjustment is appropriate.
2. "Not Funded" - the FRN is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for the Funding Year was insufficient to fund all requests.
3. "As Yet Unfunded" - a temporary status assigned to an FRN when USAC is uncertain at the time the letter is sent about whether sufficient funds exist to make commitments for requests for Internal Connections Other than Basic Maintenance or Basic Maintenance of Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and with an "As Yet Unfunded" status on your Internal Connections requests. You would receive one or more subsequent letters regarding the funding decisions on your Internal Connections requests.

CATEGORY OF SERVICE: The type of service ordered from the service provider, as shown on your Form 471.

FORM 470 APPLICATION NUMBER: The Form 470 Application Number associated with this FRN from Block 5, Item 12 of the Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by USAC to service providers seeking payment from the Universal Service Fund Programs. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider, if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes, if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The Service Start Date for this FRN from Block 5, Item 19 of your Form 471.

CONTRACT EXPIRATION DATE: The Contract Expiration Date for this FRN from Block 5, Item 20b of your Form 471, if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a for "site specific" FRNs only.

NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR: The number of months of service that has been approved for the funding year, for recurring services.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 231, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY USAC: The discount rate that USAC approved for this service.

FUNDING COMMITMENT DECISION: The total amount of funding that USAC has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that both you and your service provider recognize that USAC should be invoiced and that disbursement of funds will be made only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FCDL DATE. The date of this Funding Commitment Decision Letter (FCDL).

WAVE NUMBER. The Wave number assigned to FCDLs issued on this date.

LAST ALLOWABLE DATE FOR DELIVERY AND INSTALLATION FOR NON-RECURRING SERVICES: The last date approved by the FCC for delivery and installation of eligible non-recurring services (e.g., equipment). (The last allowable date for delivery and installation of recurring services is always the last day of the fund year, that is, June 30, 2007 for Funding Year 2006.)

FUNDING COMMITMENT REPORT
Billed Entity Name: MORRIS HILLS REGIONAL SCH DIST
BEN: 123092
Funding Year: 2006

Form 471 Application Number: 530618
Funding Request Number: 1464522
Funding Status: Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 545010000556038
SPIN: 143001192
Service Provider Name: AT&T Corporation
Contract Number: MTM
Billing Account Number: 973-989-2700
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$26,633.76
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$26,633.76
Discount Percentage Approved by the USAC: 40%
Funding Commitment Decision: \$10,653.50 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: The shared discount was reduced to a level that could be validated based on third party data.

FCDL Date: 12/05/2006

Wave Number: 033

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

Funding Request Number: 1465211
Funding Status: Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 545010000556038
SPIN: 143001362
Service Provider Name: Verizon New Jersey Inc
Contract Number: MM
Billing Account Number: 201 V63-1187-999
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$71,193.24
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$71,193.24
Discount Percentage Approved by the USAC: 40%
Funding Commitment Decision: \$28,477.30 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: The shared discount was reduced to a level that could be validated based on third party data. The dollars requested were reduced to remove: the ineligible product(s)/service(s): business charge listing.

FCDL Date: 12/05/2006

Wave Number: 033

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

FUNDING COMMITMENT REPORT
Billed Entity Name: MORRIS HILLS REGIONAL SCH DIST
BEN: 123092
Funding Year: 2006

Form 471 Application Number: 530618
Funding Request Number: 1477045
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 545010000556038
SPIN: 143001362
Service Provider Name: Verizon New Jersey Inc
Contract Number: N/A
Billing Account Number: 973-664-2100
Service Start Date: 07/01/2006
Contract Expiration Date: 02/14/2009
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$21,600.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$21,600.00
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$0.00 - 28 Day Waiting Period Violated
Funding Commitment Decision Explanation: The Form 271 application was signed and/or submitted prior to the expiration of the 28-day waiting period from the day of the posting of the Form 470 to the SLD Web Site.

FCDL Date: 12/05/2006
Wave Number: 633
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

Funding Request Number: 1477187
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 545010000556038
SPIN: 143089333
Service Provider Name: Verizon Network Integration Corp
Contract Number: N/A
Billing Account Number: 973-664-2100
Service Start Date: 07/01/2006
Contract Expiration Date: 02/14/2009
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$14,880.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$14,880.00
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$8.00 - 28 Day Waiting Period Violated
Funding Commitment Decision Explanation: The Form 471 application was signed and/or submitted prior to the expiration of the 28-day waiting period from the day of the posting of the Form 470 to the SLD Web Site.

FCDL Date: 12/05/2006
Wave Number: 633
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007